UNAC counterproposal 3 10/26/21 (redlined against the existing CBA)

UA counterproposal 3 11/1/21

UNAC counterproposal 4 11/1/21

UA counterproposal 4 11/1/21 Packaged with Article 5

UNAC counterproposal 5 11/9/21

UA counterproposal 5 11/30/21 Packaged with Articles 5 & 7

UNAC Counterproposal Package with Articles 5 & 7 Presented 11/30/21

UA counterproposal 5 12/5/21 Packaged with Articles 5 & 7

UNAC Counterproposal Package with Articles 5 & 7 Presented 12/7/21

Proposed language in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

Existing language in either highlight color is proposed to be eliminated by either UNAC or UA.

#### **ARTICLE 4**

# Voluntary Deductions and Membership Dues

- 4.1 The University agrees to deduct the voluntary membership dues from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each bargaining unit member for each category of charge (i.e., one category for membership dues). The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to United Academics within fifteen (15) working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted. Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the bargaining unit Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the bargaining unit member. The deduction authorization shall terminate on December 31, 20214, unless revoked before that date by the bargaining unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties. deduction authorization shall terminate on December 31, 20214, unless revoked before that date by the bargaining unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.
- 4.2. The University shall remit the amount collected to the Union Treasurer at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care. Deductions are effective at the time the properly executed deduction form is submitted to the University, and shall be deducted from the first pay period following the pay period in which the deduction form is submitted. The

University will make reasonable effort to forward the monies in the pay period following the one in which the deduction is made, along with an itemized statement listing the bargaining unit members and the amounts deducted. Deductions are effective within ten (10) working days after the properly executed deduction form is submitted to the University. Deductions are effective within ten (10) working days after the properly executed deduction form is submitted to the University.

4.3 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.

## 4.4 Bargaining unit members may:

- a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;
- b. Revoke the deduction authorization at any time by written notice to United Academics and the University.
- 4.5 In the event of claims, demands, suits or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.

## 4.4 Bargaining unit members may:

- a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;
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- 4.5 In the event of claims, demands, suits or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, United Academies shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.
- 4.54 In the event of claims, demands, suits or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article (except Article 4.2) (except grievances related to Article 4.2) (except grievances related to Article 4.2), United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.

#### **UNAC Proposed Clean Copy, 12/7/21:**

- 4.1 The University agrees to deduct the voluntary membership dues from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each bargaining unit member for each category of charge (i.e., one category for membership dues). The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to United Academics within fifteen (15) working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted. Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the bargaining unit member.
- 4.2. The University shall remit the amount collected to the Union Treasurer at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care. Deductions are effective within ten (10) working days after the properly executed deduction form is submitted to the University.
- 4.3 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.
- 4.4 In the event of claims, demands, suits or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.